

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

THE CHICAGO BEARS FOOTBALL CLUB,
INC. and NATIONAL FOOTBALL LEAGUE
MANAGEMENT COUNCIL,

Plaintiffs,

-against-

MICHAEL HAYNES, JOE ODOM, CAMERON
WORRELL and NATIONAL FOOTBALL
LEAGUE PLAYERS ASSOCIATION,

Defendants.

Case No.:

Judge:

Magistrate Judge:

CIVIL ACTION COMPLAINT

This is an action to confirm and enforce an arbitration award pursuant to section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 *et seq.*

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1331 and 29 U.S.C. § 185(c).
2. Venue is proper in this District pursuant to 29 U.S.C. § 185(a) and 28 U.S.C. § 1391.

PARTIES

3. The Chicago Bears Football Club, Inc. (the “Bears”) is one of the member clubs of the National Football League (“NFL”) with its principal place of business in Lake Forest, Illinois.

4. The National Football League Management Council (“NFL Management Council”) is the sole and exclusive bargaining representative of present and future employer member clubs of the NFL.

5. Michael Haynes (“Haynes”), Joe Odom (“Odom”), and Cameron Worrell (“Worrell”), collectively “the Players,” are professional football players who were employed by the Bears in Lake Forest, Illinois at all times relevant to this action.

6. The National Football League Players Association (“NFLPA”) is the exclusive bargaining representative of all NFL players. The NFLPA regularly represents players employed in the Northern District of Illinois, and some of its members reside in this judicial district.

FACTS

7. The parties are bound by a Collective Bargaining Agreement (“CBA”) negotiated between the NFL Management Council (on behalf of the NFL member clubs, including the Bears) and the NFLPA (on behalf of all NFL players, including Haynes, Odom and Worrell). Relevant portions of the CBA are attached hereto as Exhibit A.

8. The NFL CBA contains an arbitration provision that mandates that all disputes between the parties involving the interpretation of, application of, or compliance with the NFL CBA or the NFL Player Contract be submitted to final and binding arbitration before a mutually selected arbitrator. Ex. A at 23-27.

9. All NFL Players employed by a member club must enter into an NFL Player Contract, which is incorporated in and governed by Article XIV and Appendix C of the NFL CBA. *See id.* at 40-44, 248-56.

10. Haynes, Odom and Worrell all entered into an NFL Player Contract with the Bears setting forth the terms of their employment. The Players' NFL Player Contracts with the Bears contained an arbitration provision requiring "any dispute" between the Players and the Bears "involving the interpretation or application of any provision" of their contracts to "be submitted to final and binding arbitration" in accordance with the procedure set forth in the CBA. *Id.* at ¶ 19.

11. Each contract provided that the contract was "made under and shall be governed by the laws of the State of Illinois." The contracts also all contained a clause governing the resolution of disputes concerning workers' compensation claims, which stated:

The parties hereto acknowledge that this Player Contract has been negotiated and executed in Illinois; that should any dispute, claim or cause of action . . . arise concerning rights or liabilities arising from the relationship between the Player and the Club, the parties hereto agree that the law governing such dispute shall be the law of the State of Illinois. Furthermore, the exclusive jurisdiction for resolving injury related claims shall be the Illinois Industrial Commission of the State of Illinois, and in the case of Workers Compensation claims the Illinois Workers Compensation Act shall govern.

12. In 2009 and 2010, the Players all filed claims for workers' compensation benefits with the California Workers' Compensation Appeals Board ("WCAB") seeking benefits under the California Workers' Compensation Act.

13. The Bears and the NFLMC filed a grievance pursuant to Article IX of the CBA against Haynes on November 11, 2009 and against Odom on April 28, 2010, claiming that their California workers' compensation claims breached their Player Contracts. On May 4, 2010, the Bears consolidated their grievances against Haynes and

Odom and amended the grievance to include Worrell, based on all three Players' violation of their NFL Player Contracts.

14. The grievance sought an order requiring that the Players cease and desist from pursuing their workers' compensation claims against the Bears in California and under California law and/or requiring that the Players withdraw their workers' compensation actions with prejudice against the Bears in California.

15. On June 3, 2010, an arbitration hearing was held in Lake Forest, Illinois before Arbitrator Rosemary Townley. All parties were represented by counsel.

16. On April 21, 2011, Arbitrator Townley issued a written final award ("Award"), which is attached hereto as Exhibit B.

17. In relevant part, the Award states as follows: "the Players' Contracts require that if a player files a workers' compensation case, he must do so pursuant to the law of the State of Illinois and be subjected to the 'exclusive jurisdiction' of the Illinois Industrial Commission, now known as the Illinois workers' Compensation Commission." Ex. B at 27 (underlining in original). In addition, "Players Haynes, Odom and Worrell are to cease and desist the pursuit of their Workers' Compensation claims in the State of California through the withdrawal of such claims before the applicable tribunal. If they are to pursue Workers' Compensation claims, they are ordered to comply with the language set forth" in their NFL Player Contracts. *Id.* at 29.

18. Under Article IX, Section 8 of the CBA, the Award constitutes the "full, final and complete disposition of the grievance, and will be binding upon the player(s) and Club(s) involved and the parties to this Agreement . . ." Ex. A at 26.

19. To date, the Players' claims seeking workers' compensation benefits under California law remain pending before the California Workers' Compensation Appeal Board.

COUNT I – CONFIRMATION OF ARBITRATION AWARD

1. Plaintiffs repeat and reallege Paragraphs 1-19 as if set forth fully herein.
2. Plaintiffs seek to confirm and enforce the Award. The Award draws its essence from the parties' agreements, as the Arbitrator interpreted the terms of the CBA and the players' contracts and looked to and applied binding NFL arbitration precedent comprising the parties' "law of the shop."
3. Plaintiffs are entitled to confirmation and enforcement of the Award and entry of judgment in conformity with the Award pursuant to the Labor Management Relations Act, 29 U.S.C. § 185.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, Chicago Bears Football Club, Inc. and the National Football League Management Council, respectfully request that this Court enter an Order:

- a) confirming and enforcing the Award;
- b) declaring that the Players' contracts require the Players to file any and all workers' compensation claims pursuant to the law of the State of Illinois and exclusively before the Illinois Workers' Compensation Commission;

- c) requiring the Players to cease and desist the pursuit of their workers' compensation claims in the State of California through the withdrawal of such claims and ordering the Players to comply with their contracts;
- d) awarding Plaintiffs their attorneys' fees and costs in bringing this action; and
- e) providing Plaintiffs with such other and further relief as the Court deems proper.

Dated: April 21, 2011

Respectfully submitted,

/s/ Elizabeth A. Kaveny

Elizabeth A. Kaveny – ARDC #6211280
BURKE WISE MORRISSEY & KAVENY
161 N. Clark, Suite 2240
Chicago, IL 60601
312.580.2040

Attorneys for the Bears and the NFL Management Council